

A. G. Contract No. KR93 1063TRN
ECS File: JPA 93-80
Project: Engineering Survey Account
Section: Graham County

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GRAHAM COUNTY, ARIZONA

THIS AGREEMENT is entered into 24 June, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
GRAHAM COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The County requests the State, as agent for the
County, to perform certain work and prepare certain documents
required by the Federal Highway Administration to qualify
certain highway, bridge and railroad grade crossing projects
for and to receive Federal funds. Such future work, consisting
of, but not specifically limited to, the review and approval of
the County prepared environmental documents, the preparation of
the analysis requirements for documentation of environmental
categorical exclusion determinations; review of reports, design
plans, maps, and specifications; geologic materials testing and
analysis; right-of-way related activities (when specifically
authorized by, for and on behalf of the County, and at no cost
to the State) and such other related tasks essential to the
achievement of the aforementioned objectives.

NO. <u>17711</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/24/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dwight D. Greenewold</u>

4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the County by reason of Federal law and regulations under which funds for the projects are authorized to be expended.

5. The estimated cost of the work shall be determined by procedures established in Local Government Engineer's Bulletin No. 91-3 dated 13 November 1991, which is attached hereto and made a part hereof, which funds the County shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State. The minimum estimated cost of work for any project is \$5000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Subsequent to the deposit of sufficient funds by the County, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the County a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

2. The County will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State sufficient funds for the cost of the work, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient County funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The County assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the County, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the County's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the County or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Graham County
Joint Project Administration	County Manager
205 S. 17th Avenue - 616E	800 Main Street
Phoenix, Arizona 85007	Safford, AZ 85546

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRAHAM COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By *Delbert Householder*
DELBERT HOUSEHOLDER
Chairman, Board of
Supervisors

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By *Barbara Felix*
BARBARA FELIX
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of May 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Graham County, Arizona for the purpose of defining responsibilities for the establishment of a preliminary engineering survey account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director



GRAHAM COUNTY BOARD OF SUPERVISORS

GRAHAM COUNTY COURTHOUSE - 800 MAIN STREET - PHONE 428-3250
SAFFORD, ARIZONA 85546

SUPERVISORS

DELBERT HOUSEHOLDER, CHAIRMAN
TERRY J. BINGHAM, MEMBER
HAYNES MOORE, MEMBER

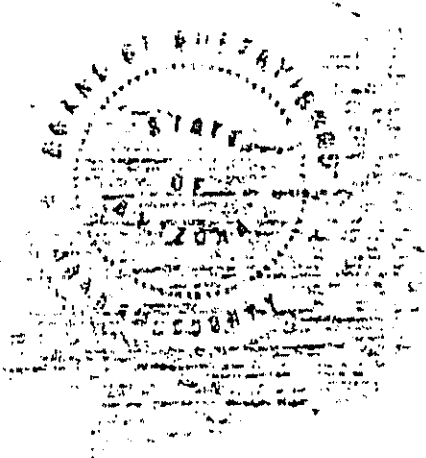
JOE CARTER, COUNTY MANAGER
BARBARA FELIX, CLERK

STATE OF ARIZONA)
COUNTY OF GRAHAM) ss,

I, BARBARA FELIX, Clerk of the Board of Supervisors of Graham County, Arizona, DO HEREBY CERTIFY that during a special meeting of the Board of Supervisors, held on June 11, 1993, upon motion of Supervisor Terry J. Bingham, seconded by Supervisor Haynes Moore, all members present and voting, the Board of Supervisors unanimously authorized Intergovernmental Agreement #JPA 93-80 with the Arizona Department of Transportation.

Witness my hand and seal this 14th day of June, 1993.

Barbara Felix, Clerk of the
Graham County Board of Supervisors



AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and GRAHAM COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 11 day of June, 1993.

C. Robert Purkey
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1063-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21ST day of June, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/10

ARIZONA DEPARTMENT OF TRANSPORTATION

Local Government Bulletin 91-2

October 1, 1991

TO: All Project Sponsors, County Engineers, and City Engineers

FROM: MARK DANELOWITZ, P.E.
Local Government Engineer
Local Government Services

RE: Preliminary Engineering and Construction project matching funds submittal.

ADOT implemented a comprehensive transportation project cost accounting program (TRACS) in 1988 to handle the cost accounting for all ADOT and local government projects. We believe that all the bugs have been worked out of the program and we can now provide more timely and comprehensive project cost accounting and reporting information. In order to facilitate timely submittal of preliminary engineering and construction matching funds, the following procedures are being implemented for projects currently being developed and for the development of future projects yet to be submitted to ADOT for administration.

PRELIMINARY ENGINEERING

All local governments have executed an intergovernmental agreement with ADOT that outline procedures to recover the design review and bid package preparation costs by ADOT to administer the development and advertisement for bid of your highway construction projects. ADOT has no financial involvement in any local government project, and must recover its cost to administer your project in accordance with federal requirements. Local Government Services will request from Administrative Services Division, a federal-aid and TRACS project number when a Design Concept Report is submitted to ADOT. A determination will be made by Local Government Services of the estimated design review and bid preparation costs for the project. The project sponsor will receive a letter from Accounts Receivable Section of Administrative Services Division requesting that the sponsor send to ADOT the amount requested within 30 days. Based on our review of the costs to administer a majority of projects over the last three years, a minimum of \$5,000.00 will be required for all projects. Should project design review costs exceed your deposit during development of your project, Accounts Receivable Section will invoice you for the estimated costs to complete development of your project. At the conclusion of the preliminary engineering phase of the project, a final accounting of design review project costs will be made. You will be informed by letter from Accounts Receivable Section, of the final design review costs for your project. If any additional funds are required, a request for those funds will be included in the letter. Failure to provide ADOT with funds for preliminary engineering within 30 days, may jeopardize the continued development of your project.

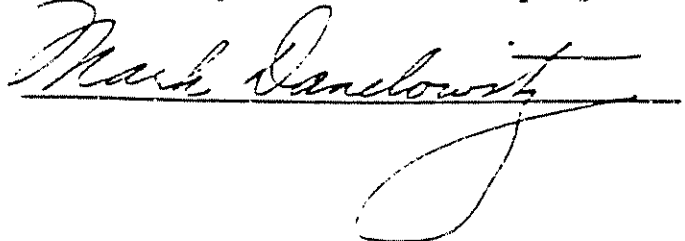
CONSTRUCTION MATCHING FUNDS

ADOT will prepare an intergovernmental agreement which outlines the financing for the construction project based on the final cost estimate submitted by the sponsor, including the estimated 15% construction engineering cost. ADOT will continue to require that additional funds be provided, based on 2% of the estimated total construction cost of the project. The 2% surcharge will be used to cover the sponsor's share of change-orders or force account work that may be required during construction. ADOT will transmit the intergovernmental agreement to the sponsor along with instructions for processing and a request for the matching funds required. The matching funds must be submitted PRIOR to the project being advertised for bid. After the bids are opened and should the low bid be in excess of the ADOT estimate, Local Government Services will contact the project sponsor and request approval for the award of the project. The Council of Governments (COG) and the sponsor will be provided the low bid estimate and the amount of federal-aid and sponsor matching funds required for award of the project. The additional amount of federal-aid and local agency matching funds have to be secured BEFORE AWARD of the project.

Accounts Receivable Section will monitor the cash flow of the project during construction. Should additional work be required by change-order or force account and the necessary approvals are obtained, AND the local agency's share of the cost of the additional work is in excess of its 2% Surcharge Deposit, Accounts Receivable Section will invoice the project sponsor for additional funds for change-order costs and the sponsor's share of the costs including a 2% surcharge to COMPLETE WORK remaining on the project. It is expected that the additional matching funds requested will be provided within 30 days. At the conclusion of the construction phase of the project, a final accounting of project costs will be made. You will be informed by letter from Accounts Receivable Section, of the final construction costs for your project. If any additional funds are required, a request for those funds within 30 days will be included in the letter.

All funds provided by the project sponsor in excess of the amount needed to reimburse ADOT for design review costs and to pay all construction costs will be returned within 30 days, or can be applied to another project or held on account for a future project.

These procedures being implemented are not intended to place any additional burden on the project sponsor, but to provide timely billings, and comprehensive project cost accounting and reporting for FHWA, ADOT, and the project sponsor. Should there be any questions regarding these procedures, please call me at 255-8107. I'll be glad to discuss the procedures as they relate to your individual project.



cc Marsha Bloom, 204B
Del Beasley, 310B
Councils of Government